

Panaji, 16th July, 2020 (Asadha 25, 1942)

**SERIES II No. 16**

# OFFICIAL GAZETTE

## GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

*Note:- There is one Extraordinary issue to the Official Gazette, Series II No. 15 dated 09-07-2020 namely, Extraordinary dated 13-07-2020 from pages 453 to 454 regarding Order from Department of Home.*

### GOVERNMENT OF GOA

Department of Agriculture

Directorate of Agriculture

#### Order

No. 3/3/Hort/SSS-GSHCL/2020-21/D.Aгри/204

Ref.: Order No. 2/12/98-D.Aгри/Part II/74 dated 03-07-2017.

In exercise of the powers conferred by Article 76 (i) of the Articles of Association of the Goa State Horticultural Corporation Ltd., and in partial modification of the Government Order No. 2/12/98-D.Aгри/Part II/74 dated 03-07-2017, the Government of Goa is pleased to appoint Shri Sagar Tilve, R/o. Palve, Pernem, Goa, as Director on Board of Directors of the Goa State Horticultural Corporation Ltd., with immediate effect in place of Shri Sandeep Nhanji, R/o. Palve, Mandrem.

This issues with the approval of the Government.

By order and in the name of the Governor of Goa.

*Nevil Alphonso*, Director & ex officio Joint Secretary (Agriculture).

Tonca-Caranzalem, 10th July, 2020.

#### Corrigendum

No. 2/14/95/Agri(Part)/Vol.II/481

Read: Order No. 2/14/95/Agri(Part)/Vol.II/423 dated 29-06-2020.

In the above referred order the Budget Head mentioned for Sr. No. 1 may be read as "2401-00-001-02-01" instead of "2401-00-103-02-01".

By order and in the name of the Governor of Goa.

*Nevil Alphonso*, Director & ex officio Joint Secretary (Agriculture).

Tonca-Caranzalem, 8th July, 2020.

## Department of Animal Husbandry &amp; Veterinary Services

## Order

No. 2/2/79-AH (Part)/2020-21/1941

Government is pleased to order the transfer of the following Veterinary Officers in the Directorate of Animal Husbandry & Veterinary Services with immediate effect to the stations as indicated against their names:-

Sr. No.	Name with designation	Present place of posting	Proposed place of posting	Budget Head of Account
1.	Dr. Carol Anne Misquita, Veterinary Officer	Veterinary Hospital, Tonca	Veterinary Dispensary, Varca	2403-Animal Husbandry; 00-; 102-Cattle & Buffalo Development; 05-KVS (Non-Plan); 01-Salaries.
2.	Dr. Rachel Jolsa Rowland Salema, Veterinary Officer (on contract)	Veterinary Dispensary, Varca	Veterinary Hospital, Tonca	2403-Animal Husbandry; 00-; 001-Direction and Administration; 01-Direction (Non-Plan); 02-Wages.

The Officers shall not be entitled for transfer TA/DA.

The Officers shall join their new place of posting with immediate effect.

By order and in the name of the Governor of Goa.

Dr. Santosh V. Desai, Director & ex officio Joint Secretary (AH).

Panaji, 6th July, 2020.

## Department of Education, Art &amp; Culture

Directorate of Education

## Order

No. 1-(6)-2-2018/SE/PART FILE/281

On the recommendation of the Goa Public Service Commission as conveyed vide letter No. COM/II/12/15(2)/2019/524 dated 12-06-2020, Government is pleased to lift the probation period/declare confirmation of the following Officers against the post of Assistant Director of Education under the Directorate of Education with effect from the date of successfully completion of their probation period as shown in column No. 4 below against their respective names:-

Sr. No.	Name of the officers	Date of appointment/ /promotion	Date of completion of probation period	Description
1	2	3	4	5
1.	Shri Bhagirath G. Shetye	21-09-2007	20-09-2009	Lifting of probation period and confirmation.
2.	Smt. Sylvia Fernandes	13-09-2007	12-09-2009	Lifting of probation period and confirmation.
3.	Dr. Shambhu S. Ghadi	13-09-2007	12-09-2009	Lifting of probation period and confirmation.
4.	Ms. Maria Rose Grace D'Souza	28-11-2014	27-11-2016	Lifting of probation period.
5.	Shri Ishwar R. Patil	01-06-2015	31-05-2017	Lifting of probation period.

By order and in the name of the Governor of Goa.

Vandana Rao, IAS, Director & ex officio Joint Secretary (Education).

Porvorim, 07th July, 2020.

**Certificate**

No. ACAD III/SHEC/Filling of Posts/02/2019/Part II/1666

Read: ACAD-III/SHEC/Filling of Posts/02/2019/Part II/10949 dated 10-02-2020.

Certified that the character and antecedents of Dr. Kavita Kanayalal Chainani appointed to the post of Associate Professor for Teaching, Learning and Educational Technology for State Higher Education Council (Group "A" Gazetted) under Directorate of Higher Education vide above referred Order has been verified by the Addl. District Magistrate, South Goa, Margao, Office of the Collector & District Magistrate, South Goa District, Magisterial Section, Margao-Goa and nothing adverse has come to the notice of the Government.

*Premraj K. Shirodkar*, Under Secretary (Higher Education).

Porvorim, 6th July, 2020.

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**Department of Forest**
**Order**

No. 4/2/2011/FOR/134

The Government of Goa is pleased to order transfer and posting of the following Deputy Conservator of Forests (SFS)/Assistant Conservator of Forests, with immediate effect and until further orders:-

Sr. No.	Name of the officer and designation	Present posting	Transferred and posted as/charge
1.	Shri Vikas Desai, Dy. Conservator of Forests	Dy. Conservator of Forests (Research & Utilization), Margao	Dy. Conservator of Forests (Planning & Statistics), Panaji.
2.	Shri Santosh H. Phadte, Assistant Conservator of Forests, Ponda	Assistant Conservator of Forests, Ponda	Shall hold the charge of Dy. Conservator of Forests (Soil Conservation, Ponda).

By order and in the name of the Governor of Goa.

*Shaila G. Bhosle*, Under Secretary (Forests).

Porvorim, 7th July, 2020.

**Department of Home**

Home—General Division

**Order**

No. 25/2/2020-HD(G)/1494

Read: Order No. 25/2/2020-HD(G)/1057 dated 08-05-2020.

The Government hereby withdraws with immediate effect the powers of Executive Magistrate conferred under Section 20(1) of Criminal Procedure Code, 1973 (Central Act 2 of 1974), on the below mentioned officers vide order referred in the preamble hereinabove:-

Sr. No.	Name of the officers, designation & department
1.	Shri K. Parmeshwar, Asstt. Surveyor of Works, CPO, WRD, Porvorim, Goa.
2.	Shri Surendra V. Bongeri, Asst. Surveyor of Works, O/o Addl. Chief Engineer (I.P.), WRD, Porvorim-Goa.

By order and in the name of the Governor of Goa.

*Nilesh K. Dhaigodkar*, Under Secretary (Home-II).

Porvorim, 2nd July, 2020.

## Department of Labour

## Notification

No. 28/2/2020-LAB/Part-II/863

The following Award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 25-06-2020 in reference No. IT/51/99 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

A. S. Mahatme, Under Secretary (Labour).

Porvorim, 8th July, 2020.

IN THE INDUSTRIAL TRIBUNAL AND  
LABOUR COURT

GOVERNMENT OF GOA  
AT PANAJI

(Before Mr. Vincent D'Silva, Hon'ble Presiding  
Officer)

Ref. No. IT/51/99

Shri Vency Lobo,  
H. No. 289, Manora,  
Raia, Salcete, Goa.

... Workman/Party I

V/s

The Sr. General Manager,  
M/s. M.R.F. Limited,  
P.O. Box No. 1, Usgao,  
Ponda, Goa.

... Employer/Party II

Workman/Party I represented by Ld. Adv. Shri V. Menezes.

Employer/Party II represented by Ld. Adv. Shri G. K. Sardessai.

## AWARD

(Delivered on this the 25th day of the month  
of June of the year 2020)

By Order dated 17-5-1999, bearing No. IRM/CON/P/(242)/1998/2579, the Government of Goa in exercise of powers conferred by Section 10 (1)(d) of the Industrial Disputes Act, 1947 (for short The Act), has referred the following dispute to the Tribunal for adjudication.

"(1) Whether the action of the management of M/s MRF Limited, Usgao, Ponda-Goa, in terminating the services of the workman Shri Vency B. Lobo, with effect from 31-10-1997, is legal and justified?

(2) If not, to what relief the workman is entitled?"

2. Upon receipt of the reference, it was registered as IT/51/99 and registered A/D notices were issued to both the parties. Pursuant to service of notices, Party I filed a Claim statement at Exhibit 4 and Party II filed a Written statement at Exhibit 5.

3. In short, the case of the Party I is that the Party I has been appointed as Trainee Engineering Workman (Mech.) since 25-4-1995 and has been in continuous and uninterrupted service of the company till 31-10-1997 when his services were illegally terminated. The Party II under the guise of calling the workman a trainee issued various letters starting from 1-11-1995 till the date of termination of services i.e. 31-10-1997. The company offered the workman each time employment for three months and thereafter gave a fresh letter of extension of training period for another three months till the date of termination and has kept the workman as trainee illegally and treated him as temporary workman when in fact on completion of 240 days of continuous service with the company, he is entitled to permanency of service as well as all the benefits under the Act. The company terminated the services without holding any enquiry for assigning any reason for the same. The termination of the Party I workman is illegal and in violation of the provision of Industrial Disputes Act and also an act of unfair labour practice under Schedule V of the Industrial Disputes Act.

4. The Party I vide letter dated 18-7-1998 demanded that he be reinstated in service and paid compensation. The said letter has not been replied to by the company. The workman thereafter approached the office of the Labour Commissioner to take the matter in conciliation. The conciliation proceedings however ended in failure and as such the Conciliation Officer submitted a report of failure of conciliation to the Appropriate Government. The company has committed unfair labour practices and victimization. The termination of the Party I is illegal, improper, unjustified and malafide. Hence, the dispute.

5. In the Written statement, the Party II has claimed that the termination of a trainee is not an industrial dispute. The Party I was employed vide letter dated 25-4-1995 and was engaged as a trainee for a period of six months only with stipend of Rs. 42/- per day w.e.f. 25-4-1995 subject to Certified Standing Orders and the rules and regulation made by the company whose terms and conditions were governed by provisions of Apprentice Act, 1961.



The company did not guarantee any automatic confirmation in service at the end of the training period. The performance of Party I was unsatisfactory during the period of training. The Party II in order to give opportunity to improve upon his performance extended the period of training vide letter dated 1-11-1995. The Party I again failed to show any improvement in his performance and he was afforded one more opportunity and extended the training period vide letter dated 1-2-1996 for three months. However, despite the above opportunity, the Party I failed to show any improvement in his performance however, his training period was extended vide letter dated 1-5-1996 for a period of three months.

6. The performance of Party I continued to be unsatisfactory however the Party II instead of terminating the training period afforded yet another opportunity and gave extension of the training period for further period of three months vide letter dated 1-8-1996. The Party II despite the unsatisfactory performance was allowed to continue his training period for three months which was extended vide letter dated 4-10-1997 till 31-10-1997. The Party I however declined to accept the said letter despite the fact that his training period was allowed to continue, although found unsatisfactory. The Party I at no stage during the training period made any efforts to improve his performance and therefore was left with no other option then to terminate his services as per Clause 1 of the trainee appointment letter. The termination of the Party I was in accordance with Clause XXV at Para 2 of the Certified Standing Orders of the company. The Party II is not obliged to confer status of permanency on the Party I workman more so as the work performance of Party I was unsatisfactory despite several opportunities were afforded to him and therefore, his termination is legal and justified.

7. The Party I filed a rejoinder at Exh. 6 denying the case put forth by Party II in the written statement.

8. Issues came to be framed at Exh. 7 are as follows:

- (1) Whether the Party I proves that the termination of his service by the Party II is by way of unfair labour practice?
- (2) Whether the Party I proves that the action of the Party II in terminating his service w.e.f. 31-10-97 is illegal and unjustified?

(3) Whether the Party II proves that the termination of service of a Trainee is not an "Industrial Dispute" and hence the reference is bad?

(4) Whether the Party I is entitled to any relief?

(5) What Award?

9. It is a matter of record that an additional issue was framed on 10-7-2002 at Exh. 15. It is as follows:

- 1A) Whether the Party I proves that he was a permanent workman and hence is entitled to all the protection available to a permanent workman under the Industrial Disputes Act, 1947?

10. The Party I, Shri Vency Lobo examined himself and produced on record a copy of Trainee appointment letter dated 25-4-1995 at Exh. W-1, a copy of interview call letter dated 30-3-1989 at Exh. W-2, a copy of letter dated 3-10-1992 at Exh. W-3, a copy of certificate dated 25-6-93 at Exh. W-4, a copy of extension of training period dated 1-11-1995, 1-2-1996, 1-5-1996 and 1-8-1996 at Exh. W-5 colly, a copy of punch card at Exh. W-6, a copy of travel permit at Exh. W-7 colly, a copy of ID card at Exh. W-8, a copy of termination letter dated 31-10-1997 at Exh. W-9, a copy of pay slips at Exh. W-10 colly. On the other hand, Party II examined Shri Kenneith D'Souza as witness No. 1 and produced on record copies of Performance Review Forms of the Party I for the period from May 1995 to Oct. 1997 at Exh. 24 colly, a copy of letter dated 31-10-1997 extending the training period at Exh. 25, a copy of Certified Standing Orders at Exh. 26, a copy of Review Forms, extension letters, probationary appointment and confirmation order in respect of Shri Gokuldas Gawade and Johnny Vaz at Exh. 27 colly. The Party II also examined Shri Govind Mapari as a witness and produced on record a copy of extracts of Certified Standing Orders at Exh. 34, copies of pay slips of Party I for the month of June, 1995, Sept, 1995, Oct. 1995, Feb. 1996, Aug. 1997 & Oct. 1997 at Exh. 35 colly, a copy of pay slips of Rohidas Naik, Juze Andrade, Subhash Naik and Krishnanath Mulley for the month of July, 1997 at Exh. 36 colly, a copy of extract of Settlement dated 20-11-1991 at Exh. 37, a copy of statement of trainee stipend payable to Party I at Exh. 38 and Exh. 39, a copy of letter/IOM dated 27-2-1995 at Exh. 40 and closed its case.

11. Heard arguments. Notes of Written arguments came to be placed on record by Party I as well as Party II.

12. I have gone through the records of the case and have duly considered the arguments advanced. My findings to the above issues are as follows:

Issue No. 1	...	In the Affirmative.
Issue No. 2	...	In the Affirmative.
Issue No. 3	...	In the Negative.
Issue No. 4	...	As per final order.
Issue No. 5	...	As per final order.

#### ADDITIONAL ISSUE

Issue No. 1A ... In the Affirmative.

#### REASONS

##### *Issue No. 1 and 1A:*

13. Learned Advocate Shri V. Menezes for the Party I has submitted that the Party I workman is covered by the definition 'workman' under Section 2(s) of the Industrial Disputes Act even though his services were engaged by the Party II as Trainee Engineering workman (Mech.), and was in continuous and uninterrupted services with Party II since 22-5-1995 to 31-10-1997 when his services were illegally terminated. He further submitted that under the guise of calling Party I a trainee issued various letters starting from 1-11-1997 till 31-10-1997 when his services were terminated, each letter extending his purported training period for another three months and that by this process, the management has committed unfair labour practices under Fifth Schedule of the Act though the workman has been in continuous service with Party II and is entitled to full protection of the Industrial Disputes Act in force, even though the Party I was performing all duties of a regular permanent workman in the mechanical department.

14. Per contra, Ld. Adv. Shri G. K. Sardesai for the Party II has submitted that the Party I was engaged as 'Trainee Apprentice' w.e.f. 25-4-1995, however, the performance of the workman was unsatisfactory and in spite of extension of periods, he had not shown any marked improvement and hence the training period was terminated in accordance with Certified Standing Orders of the company as deposed by Shri Kenneth D'Souza. The Appraisal Forms at Exh. 24 collily clearly indicate that the performance and attendance of Party I workman was not found satisfactory. There is nothing on record that the termination of his services was by way of malafide, victimization and unfair labour practice. It has to be seen whether the termination of the workman during training period amounts to retrenchment so also whether the apprentice or a trainee is a workman under Industrial Disputes Act or not and whether his

service period from the date of his appointment as apprentice or trainee is liable to be counted or not for the purpose of Section 25-F. The termination of service of Party I is not a retrenchment as the Party I being a trainee or apprentice was not employed and there was no master-servant relationship. The appointment letter did not guarantee him any automatic confirmation in service at the end of training period nor was any order of confirmation passed by the management and was paid stipend as per terms and conditions of his appointment. Moreover, he has not raised any objection for showing him as a trainee but continued to work with the company. No inference can be drawn that on completion of 240 days of continuous service, a trainee is entitled to permanency. The termination of workman is in accordance with terms of the appointment and therefore legal and proper.

15. Discernibly, the Party I workman has claimed that he has been in continuous and uninterrupted service of the company since 25-4-1995 till 31-10-1997 when his services were illegally terminated by the Party II and that he has been illegally and in malafide manner continued to be termed as a trainee and treated him as a temporary worker when in fact on completion of 240 days of continuous service with the company, he is entitled to permanency of service under the law as well as all the benefits available to a permanent workman. In short, the Party I claims to be a workman as defined under Section 2(s) of the Act, while it is the case of the Party II that the Party I was engaged as Trainee workman in accordance with certified standing orders of the Company and was paid stipend and that he was purely a trainee engaged to undergo training as per the terms and condition of his trainee appointment letter. In short, it is claimed by Party II that the Party I was a trainee as per the appointment letter. The dispute is therefore whether the Party I is a workman under Section 2(s) of the Industrial Disputes Act or whether he is a trainee in terms of the appointment letter.

16. The short point for determination is whether the Party I is a trainee/apprentice or is a workman under Industrial Disputes Act and whether termination of his services is as per the provisions of the Industrial Disputes Act.

17. Discernibly, the 'workman' is defined under Section 2(s) of the Industrial Disputes Act, unlike the trainee and to decipher whether the person employed is a 'workman' or merely a 'trainee' one should not go by nomenclature attached to the post, but the nature of the job, which is material.

The definition of workman in the Act of 1947 is an inclusive definition. Every person employed in an industry for a consideration would be considered as a workman for the purposes of the Industrial Disputes Act, 1947 save and except the categories of persons specified to be exempted from the purview of such Section. To come within the definition of 'workman' under Section 2(s) of the Industrial Disputes Act, 1947, a person has to establish that there is a relationship of master and servant or in other words 'Employer-Employee' relationship. Such relationship must be for a consideration. The consideration may be paid in cash or in kind and the workman concerned should be engaged in an industry. The nomenclature and the period of the appointment are also immaterial. All that a person needs to establish is that, an employer-employee relationship or a master and servant relationship coupled with a consideration.

18. Whereas, a 'trainee' on the other hand is understood to mean that, an employee is taken into employment for the purpose of such person being trained in any trade or profession or calling. User of the word 'trainee' does not take away anything from an Employer-Employee relationship existing between the trainer and the trainee. The issue as to whether a trainee can be considered as a workman within the provisions of Section 2(s) was considered in the case of **The Management of Tungabhadra Sugar Works (P) Ltd., vs. Presiding Officer, Labour Court and Anr. 1983 LAB. I. C. 1185**. It has been held that any person including a trainee or apprentice can be regarded as a workman, if he is employed in any industry to do any skilled or unskilled, manual, supervisory, technical or clerical work for hire or reward, whether the terms of employment are express or implied. In view of the above position of law and the evidence led by the parties, the Party I is required to establish that he was employed in the industry to do any skilled or unskilled, manual, supervisory, technical or clerical work for hire or reward and whether there was relationship of employer-employee between him and the Party II.

19. The Party I, Shri Vency has examined himself and has claimed that he was appointed as training engineering workman by the Party II and has produced on record the appointment letter dated 25-4-1995 at Exh.W-1. He also claimed that he was called by the Party II for interview earlier vide letter dated 23-3-1999 for the post of fitter under Apprenticeship Act, 1961 on 30-3-1989 and that he was selected for the post of fitter under the said Act and that he completed the training period of

3 years satisfactorily. He also claimed that he was given letter dated 3-10-1992 by the Party II stating that his period of apprenticeship expired on 31-10-1992 on close of work and accordingly, his apprenticeship in the trade of fitter under the Act stood terminated and he was asked to collect his stipend and was issued a certificate at Exh.W-4. He further claimed that after appointing him as a trainee, his training period was extended from time to time vide letters dated 1-11-1995, 1-2-1996, 1-5-1996 and 1-8-1996 respectively which are at Exh.W-5 colly. He also claimed that from the time he appointed as trainee engineering workman, he worked regularly, but was not given any training. He was doing the work of maintenance of machinery and work lifts and that the said work is of permanent nature. The machines which were being maintained by him are tyre building machine, curing machine, curing crash machines, banner cutters, bead winders, different size of fur clips which are necessary for production of tyres.

20. The Party I, Shri Vency has also stated that he along with other workers who are permanently working with Party II were also carrying out the same work which was done by him and that he was working in shifts in same manner as the other permanent workers were working. He was given a punch card and he had to punch the card while entering the factory, copy of the punch card is also produced at Exh.W-6. He was also issued travel permits for the purpose of traveling by bus provided by Party II which were produced at Exh.W-7 colly. However, the Party II terminated his services without any reason and without a show cause notice or a charge sheet being issued to him prior to termination of the services. He also claimed that he worked continuously with the Party II since the time he was appointed as trainee engineering workman and at no point of time, he was given in writing by Party II alleging misconduct against him. The Party II used to issue him pay slips during the entire period of services which were produced at Exh.W-10 colly. He claimed that he was paid piece rated salary by the Party II and whenever he worked for overtime, he was paid overtime charges and besides that he was also paid shift allowances and canteen subsidy for which deduction were made from his salary towards ESI contribution, canteen and any advance taken by him as also towards travelling, he was being paid in the same manner as the permanent workers have been paid and the same deductions was being made from his salary.



21. The Party I, Shri Vency also stated the he was not given any memo at any time by the Party II stating that his performance was not satisfactory. The Party II used to pay festival advance and thereafter deduct the amount paid towards the advance through the salary as was being done in the case of other employees. In the cross examination, he admitted that the reasons for extending the period of training are mentioned. He also claimed that he was governed by certified standing orders of the company and that as per Clause 25, workmen other than permanent workmen could be discharged in terms of the appointment letter. He also admitted that he was not confirmed in service in writing by Party II but claimed that he was covered under the provisions of ESI Act and amount towards festival advance was deducted from his salary and an amount towards canteen facilities was deducted as he was provided food in the canteen as well as amount towards bus service was deducted. He also claimed that he does not know if service increments, service benefits, HRA, Washing Allowance, Monthly breakdown bonus, Conveyance subsidy and Children education fund is given to only permanent workmen and in his pay slip, there is no reference to thrift loan, welfare loan, welfare contribution, consumer society and welfare fund contribution.

22. The management examined Shri Kenneth D'Souza, Plant Engineering Manager. He claimed that the Party I was appointed as trainee engineering workmen and that initial training period was for six months and the appointment letter was governed by Certified Standing Orders. The performance of Party I was reviewed from time to time and the training period was extended from time to time vide extension letter and the performance of Party I was reviewed in the same manner the performance of other employees and that the services of Party I was terminated for unsatisfactory performance. He also claimed that the Party I was assigned job as trainee along with regular mechanics to learn the job. The Party I worked in different departments and that prior to the appointment of Party I as trainee, he was engaged as apprentice under Apprentice Act in the grade of fitter. In the cross examination, he admitted that he was working in Tyre Building Department and thereafter in the Curing Department in the engineering side between 1995-97 when the Party I was working with the Party II. He claimed that he does not know that during the said period the Party II had engaged about 200 persons designated as trainees and whether separate register was maintained for the said persons appointed as trainees.

23. Shri Kenneth also admitted that during the said period no trainee was imparted training under Apprentice Act and that the Party I was not appointed as trainee under Apprentice Act. He claimed that the Party II had certified during his apprenticeship that he has satisfactorily completed his training as a fitter and was given training in filling and fitting and was paid under Apprenticeship Act. He admitted that the wage slip does not indicate that the Party I was paid stipend and that he was paid piece rate. He also admitted that the appointment letter at Exh. W-1 shows that he was appointed on 25-4-1995 and the wage slips at Exh. 10 colly show that he was paid wages from January, 1994. He also admitted that as per wage slips the Party I was paid shift allowance as well as overtime allowance and that the appointment letter does not mention that he was entitled for shift allowance or overtime allowance and he cannot say on what basis the Party I was paid shift allowance or overtime allowance or canteen subsidy. He also admitted that the confirmed employees are paid their piece rate wages, shift allowance, overtime allowance and canteen subsidy as per the settlement.

24. Shri Kenneth also admitted that there are no trainees amongst the permanent workmen of the Party I. He also admitted that the records do not show that Party I was issued any charge sheet, show cause and warning during the entire tenure and that he does not know whether the attendance records indicate that the Party I remained absent without any authorization and that there are no records which show that any person in particular had reported that the work of Party I was not satisfactory and the review forms do not specify the basis on which the remarks on performance are made and that he cannot say on which day, the Party I had not come for duty or the person who had called him for duty and on what basis the remarks that the Party I had not come for duty whenever required and whenever called were made. He also stated that he is unable to state the date or the days on which the Party I was required or called to work and that he had refused to work. He cannot state as to how extension letter was issued on 1-5-1996 when the Section head had made a remark on 3-5-1996 and the Department head had made a remark on 9-5-1996. He was unable to say as to what the supervisor meant when he remarked in the performance review dated 2-10-1997 that the Party I may become a nuisance in future. He claimed that he does not know why the Party I was not issued any charge sheet when termination was purely on performance basis.



25. The letter of appointment dated 25-4-1995 at Exh. W-1 although states that it is trainee appointment and that he would be given stipend of Rs. 42/- per day and that he will not be entitled to any allowance or benefits, the above evidence go contrary to the appointment letter as it indicates that the Party I never worked as apprentice or the trainee nor he was paid any stipend as per the appointment letter nor there is any justification for payment of shift or overtime allowances. It also shows that although there was designation in the appointment letter that he was a trainee but for all practical purposes, the Party I was considered as a regular employee and the above evidence establishes such a fact. Admittedly, the nature of duties is not mentioned in the appointment letter issued to Party I. The evidence of Party I as well as Shri Kenneth D'Souza clearly demonstrates that there was no difference in the duty assigned and performed by the Party I workman and the other regular workmen employed by Party II. It therefore clearly shows that the management were treating the Party I workman as a regular workman in the establishment and not apprentice or trainee. It is therefore designation or nomenclature of the Party I workman as trainee in the appointment letter is irrelevant as he was a regular employee of Party II.

26. Be that as it may, the Party I categorically stated in his testimony that his service is continuous and uninterrupted from 25-4-1995 till 31-10-1997, completing in each year more than 240 days of continuous service since his first date of appointment and that he had worked along with other mechanical workers doing the same work as they did independently without supervision and being paid on piece rate, attending all the three shifts, day and night in a continuous process of manufacturing of tyres and was issued bus pass and canteen subsidy like all other permanent workmen and that he was paid shift allowance and overtime wages and issued pay slips similar to that given to the permanent workmen beside contributing towards ESI and Provident Fund. It is also well settled in the case of **Sandeep Metalcraft (Private) Ltd., vs. Suresh D. Zanzad and another, 1994 (II) LLN 523** that when the workman has sufficiently proved that he has been working in the company for more than 240 days, his appointment should be permanent and not probationer or trainee. There is no dispute that Party I was working continuously and uninterruptedly from 25-4-1995 till 31-10-1997 completing in each year more than 240 days and therefore, he cannot be termed as trainee or apprentice.

27. There is no dispute that the Party I workmen prior to his appointment on 2-4-1995 at Exh. W-1 had undergone apprenticeship training for a period of three years as a fitter and on successful completion of the training, he was issued letter dated 3-10-1992 by Party II which is at Exh. W-3 stating that his period of apprenticeship expired on 31-10-1992. The certificate is at Exh. W-4. It is therefore clear that the services of workman were engaged first under the Apprenticeship Act as a trainee which training period was ended on 31-10-1992 and therefore the Party I workman cannot be construed as an apprentice under the Apprenticeship Act after that period as claimed by Party II at Para 15(2) in the written statement where it is stated that he was engaged as a trainee workman and was a learner who was paid a stipend and whose terms and conditions were governed by the provisions of Apprenticeship Act, 1971. The appointment letter does not state that he was appointed under Apprenticeship Act. The services of the Party I were neither engaged as a trainee nor as an apprentice as falsely claimed by the Party II.

28. It is settled in the case of **Trambak Rubber Industries Ltd. vs. Nashik Workers Union and Others, (2003) 6 SCC 416** that where production activities was carried out by the trainees for more than one and half year and in the absence of trainers, the trainees have to be termed as workman. In the instant case also, the Party I was not an apprentice and could not be a trainee under the Certified Standing Orders of the company since such persons according to Certified Standing Orders are those who are permanent workmen undergoing training in a higher post. Mr. Kenneth D'Souza has also admitted that no training was imparted to the workmen and that Party I was not appointed as a trainee under Apprenticeship Act but completed apprenticeship for three years as a fitter. He also admitted that the Party I was paid shift allowance, piece rate wages and overtime just like permanent workmen and that the Party I was never issued any charge sheet, show cause notice or warning letter. The evidence therefore shows that the Party I was neither an apprentice, nor a trainee but a regular workman employed in the industry for consideration by the Party II.

29. The Apex Court in the case of **Devinder Singh vs. Municipal Council, Sanaur, AIR 2011 SC 2532** has held that part-time employee, contractual employee, temporary or casual employee are all workman. It is also held in the above case that the provisions contained in Section 25-F(a) and 25-F(b)

are mandatory and termination of services of the workman not following the provisions of the Act amounts to an illegal termination of services. No notice of retrenchment was given to the workman nor any charge sheet or show cause notice for alleged act of misconduct was issued and therefore the action on the part of the Party II is clearly illegal. It is also held in the case of **State Bank vs. N. S. Money, AIR 1976 SC 1111** that even though intermittent breaks are given to the workman but when he answered the test of continuous service under Section 25-F, he cannot be retrenched without following the procedure under the said provision. There is no dispute that the Party I worked for more than 240 days since his initial appointment and therefore covered by the definition 'continuous service' under the Act. The Party I is neither an apprentice nor a trainee but was working as a regular workman in continuous service of the Party II without any break and therefore his termination is illegal for not following the mandatory provisions of the law.

30. Moreover, the action on the part of the Party II would constitute 'Unfair Labour Practices' as defined under Fifth Schedule of Industrial Disputes Act read with Section 2(ra) of the Act, more particularly under item V(b) and item 10 of the Fifth Schedule where the employer is prohibited from engaging workers on temporary basis and keep them on such basis in service depriving them the status and the privilege of permanent workers. The Hon'ble Apex Court in the case of **Hindustan Lever vs. Ashok Kate, AIR 1996 SC 285**, has formulated the question before it as to the jurisdiction of the Labour Court to decide whether the management has committed an unfair labour practices under the Act and the Apex Court in combined reading of Para 11 to 13, 18, 24 and 36 concluded that the Industrial Disputes Act prohibits unfair labour practices of the nature in such case and such ground can be taken up before the Tribunal as a challenge to the illegal order of termination and decide upon. The Party I has sufficiently proved that the Party II has committed unfair labour practices by depriving the workers including Party I the status and privileges of permanent workers. It is therefore the termination of service by Party II is by way of unfair labour practices and therefore entitled for protection available to the workmen under the Industrial Disputes Act. Hence, the issue No. 1 and 1A are answered in the affirmative.

*Issue No. 2:*

31. Needless to mention, the Party I has proved that the action of the Party II in terminating his service with effect from 31-10-1997 is illegal and unjustified and that the termination is by way of unfair labour practice. It is therefore the above issue No. 2 is also answered in the affirmative.

*Issue No. 3:*

32. It is claimed by the Party II that the termination of services of a trainee is not an industrial dispute and hence the reference is bad, however it has been held that the Party I is not the trainee and that he is a permanent workman as stipulated by law. There is no evidence on record adduced by the Party II that the termination of services of trainee is not an industrial dispute. The management has however relied upon the Award passed by the predecessor of Industrial Tribunal in **Ref. No. R-IT/9/78, between Shri Sakharan M. Sawant vs. M/s. Madras Rubber Factory Ltd., dated 18-07-2002** in support of its contention that the termination of Party I is in accordance with terms of appointment letter and that the predecessor has upheld their contention in the said case. However, the issues involved in the said case referred above and that of the present case are not the same. Moreover, it is an admitted fact that the said Award was challenged before the Hon'ble High Court of Bombay at Goa and settled. It is therefore the above Award will not assist the Party II in any way. The Party II has failed to prove that the termination of Party I is not an industrial dispute and therefore, reference is bad. Hence, the above issue is answered accordingly.

*Issue No. 4 and 5:*

33. The question therefore is what reliefs the Party I is entitled to, once it is held that the termination is illegal, whether the Party I is entitled for re-instatement with full back wages and continuity in service with consequential benefits attached to the post or not.

34. Ld. Adv. Shri V. Menezes for the Party I has submitted that the main controversy in the dispute is whether there is violation of the provisions of the Industrial Disputes Act. He further submitted that in cases in which the Tribunal finds that the employer has acted in gross violation of the statutory provisions or principles of natural justice or is guilty of victimization of the employee, then Tribunal will be fully justified in directing payment of full back wages with reinstatement and consequential benefits since the termination is in

the nature of an illegal retrenchment without any charge sheet and not for any misconduct. Per contra, Ld. Adv. Shri G. K. Sardesai for the Party II has submitted that the Party I is not entitled for any reliefs nor the provisions of Section 25-F is applicable to the Party I as he was merely an apprentice or a trainee, who is not a workman nor there was any employer-employee relationship and therefore, he is not entitled for any reliefs.

35. In the case of **Deepali Gundu Surwase vs. Kranti Junior Adhyapak Mahavidhyalaya (D.ED) & Ors., (2013) 10 SCC 324**, the Division Bench of Hon'ble Bombay High Court has held in Para 33 as follows, which is extracted hereunder:-

*"33. The propositions which can be culled out from the aforementioned judgments are:*

- i) In cases of wrongful termination of service, reinstatement with continuity of service and back wages is the normal rule.*
- ii) The aforesaid rule is subject to the rider that while deciding the issue of back wages, the adjudicating authority or the Court may take into consideration the length of service of the employee/workman, the nature of misconduct, if any, found proved against the employee/workman, the financial condition of the employer and similar other factors.*
- iii) Ordinarily, an employee or workman whose services are terminated and who is desirous of getting back wages is required to either plead or at least make a statement before the adjudicating authority or the Court of first instance that he/she was not gainfully employed or was employed on lesser wages. If the employer wants to avoid payment of full back wages, then it has to plead and also lead cogent evidence to prove that the employee/workman was gainfully employed and was getting wages equal to the wages he/she was drawing prior to the termination of service. This is so because it is settled law that the burden of proof of the existence of a particular fact lies on the person who makes a positive averments about its existence. It is always easier to prove a positive fact than to prove a negative fact. Therefore, once the employee shows that he was not employed, the onus lies on the employer to specifically plead and prove that the employee was gainfully employed and was getting the same or substantially similar emoluments.*

*iv) The cases in which the Labour Court/Industrial Tribunal exercises power under Section 11-A of the Industrial Disputes Act, 1947 and finds that even though the enquiry held against the employee/workman is consistent with the rules of natural justice and/or certified standing orders, if any, but holds that the punishment was disproportionate to the misconduct found proved, then it will have the discretion not to award full back wages. However, if the Labour Court/Industrial Tribunal finds that the employee or workman is not at all guilty of any misconduct or that the employer had foisted a false charge, then there will be ample justification for award of full back wages.*

*v) The cases in which the competent Court or Tribunal finds that the employer has acted in gross violation of the statutory provisions and/or the principles of natural justice or is guilty of victimizing the employee or workman, then the concerned Court or Tribunal will be fully justified in directing payment of full back wages. In such cases, the superior Courts should not exercise power under Article 226 or 136 of the Constitution and interfere with the award passed by the Labour Court, etc., merely because there is a possibility of forming a different opinion on the entitlement of the employee/workman to get full back wages or the employer's obligation to pay the same. The Courts must always be kept in view that in the cases of wrongful/illegal termination of service, the wrongdoer is the employer and sufferer is the employee/workman and there is no justification to give premium to the employer of his wrongdoings by relieving him of the burden to pay to the employee/workman his dues in the form of full back wages.*

*vi) In a number of cases, the superior Courts have interfered with the award of the primary adjudicatory authority on the premise that finalization of litigation has taken long time ignoring that in majority of cases the parties are not responsible for such delays. Lack of infrastructure and manpower is the principal cause for delay in the disposal of cases. For this the litigants cannot be blamed or penalized. It would amount to grave injustice to an employee or workman if he is denied back wages simply because there is long lapse of time between the termination of his service and finality given*



to the order of reinstatement. The Courts should bear in mind that in most of these cases, the employer is in an advantageous position vis-à-vis the employee or workman. He can avail the services of best legal brain for prolonging the agony of the sufferer, i.e., the employee or workman, who can ill afford the luxury of spending money on a lawyer with certain amount of fame. Therefore, in such cases it would be prudent to adopt the course suggested in **Hindustan Tin Works Private Limited v. Employees of Hindustan Tin Works Private Limited** (supra).

- vii) The observation made in **J.K. Synthetics Ltd. v. K.P. Agrawal** (supra) that on reinstatement the employee/workman cannot claim continuity of service as of right is contrary to the ratio of the judgments of three Judge Benches referred to hereinabove and cannot be treated as good law. This part of the judgment is also against the very concept of reinstatement of an employee/workman.

36. It has been established by Party I that the action of the management of Party II in terminating the services of the Party I workman, Shri Vency Dias with effect from 31-10-1997 is illegal and unjustified. There is nothing on record that he was gainfully employed after his illegal termination. Needless to mention, the Party I has proved violation of provisions of the Industrial Disputes Act. It is also well settled that in cases of wrongful termination of service, reinstatement with continuity of service and back wages is a normal rule. The company is functioning and is carrying on business of manufacturing of tyres at Usgao. The Party I workman was not at all guilty of any misconduct. It is evident that the Party II has foisted a false charge against him in order to terminate him and also acted in gross violation of the statutory provisions and/or principles of natural justice and also guilty of victimizing the Party I workman. The Party I was 29 years of age at the time of his deposition in the year 2000. He would be of the age of 49 years now and therefore has many years in service. The Party I having proved that the employer has terminated his services illegally and that the termination is motivated and found to be invalid and that the employer has taken away his right to work, contrary to the relevant law and has deprived him of the earnings, it would amount to grave injustice to the Party I, if he is denied the reliefs claimed including the re-instatement, full back wages and continuity of service including the benefits of all the settlements. Hence, the above issues are answered accordingly.

37. In the result, I pass the following:

#### ORDER

- (i) The reference stands allowed.
- (ii) It is hereby held that the action of the management of M/s MRF Limited, Usgao, Ponda-Goa, in terminating the services of the workman, Shri Vency B. Lobo, with effect from 31-10-1997, is illegal and unjustified.
- (iii) The Party II is directed to reinstate the Party I, workman Shri Vency Lobo in service with immediate effect and shall pay him an amount equivalent to full back wages for the period from the date of termination i.e. 31-10-1997 till date along with all consequential benefits including all the benefits of the settlements.
- (iv) The Party II is directed to deposit the aforesaid amount before the Tribunal within 60 days of the publication of the Award, failing which the Party II shall pay an interest @ 9% per annum.
- (v) Inform the Government accordingly.

Sd/-

(Vincent D'Silva)  
Presiding Officer,  
Industrial Tribunal and  
Labour Court.



#### Department of Law & Judiciary

Law (Establishment) Division

#### Order

No. 8/47/2020-LD(Estt)/1146

The Government of Goa hereby directs that the lockdown period w.e.f. 22-03-2020 to 14-04-2020, declared by the Government due to COVID-19 pandemic, during which the documents could not be presented for registration in the Offices of the Sub-Registrars in the State of Goa, shall not be considered by the Sub-Registrars for the purpose of calculating the time of presenting the document as specified in Section 23 of the Registration Act, 1908 (Act 16 of 1908).

By order and in the name of the Governor of Goa.

Amir Y. Parab, Under Secretary (Law-Estt.).

Porvorim, 06th July, 2020.



**Order**

No. 5/40/97-LD-Estt/1151

Whereas, the Government vide Certificate of Practice and Notification No. 5/40/97-LD(4) dated 28-08-1997, published in the Official Gazette, Series II No. 25 dated 18-09-1997, appointed Mr. Subhashchandra Narayan Naik Karmali, Advocate (hereinafter referred as the "Applicant") as a Notary for the period of three years with effect from 28-08-1997, for the area of Judicial Division of Mormugao and thereafter vide Notification No. 5/40/97-LD-Estt. dated 19-08-2003, published in the Official Gazette, Series II No. 35 dated 04-09-2003, in partial modification of Certificate of Practice dated 28-08-1997, the Government had extended the area of Practice to the Judicial Division of Margao, Salcete in addition to his present jurisdiction in Judicial Division of Mormugao taluka;

And whereas, the Government on the request of the Applicant had renewed his Certificate of Practice as a Notary for subsequent 04 terms and the period of validity of the Certificate of Practice expires on 27-08-2020 in the Endorsement dated 06-10-2015 issued to the Applicant. However, vide Death Certificate dated 14-01-2020, it is informed that the above applicant Mr. Subhashchandra Narayan Naik Karmali, Advocate who was practicing as a Notary expired on 02-02-2016;

And whereas, the Endorsement dated 06-10-2015 to the Certificate of Practice issued to Mr. Subhashchandra Narayan Naik Karmali stands withdrawn and cancelled, since the said Advocate expired on 02-02-2016, as per the Notaries Act, 1952 (Central Act 53 of 1952) and Notaries Rules, 1956 (hereinafter referred as the "said Act" and "said Rule");

Now therefore, in pursuance of Clause (f) of Section 10 of the said Act, the Government of Goa, hereby removes the name of the Applicant entered as a Notary from the Register maintained by it under Section 4 of the said Act.

By order and in the name of the Governor of Goa.

*Amir Y. Parab*, Under Secretary (Law-Estt.).

Porvorim, 07th July, 2020.

**Order**

No. 5-40-2000/LD(2)/1154

Whereas, the Government vide Certificate of Practice and Notification No. 5-40-2000/LD(Estt.)(2) dated 22-02-2000, published in the Official Gazette,

Series II No. 10 dated 08-06-2000, appointed Mr. Ganaraj Shripad Shirsat, Advocate (hereinafter referred as the "Applicant") as a Notary for the period of five years with effect from 22-02-2000, for the area of Salcete taluka and thereafter vide Certificate of Practice No. 5-40-2000/LD(2) dated 23-02-2005, in partial modification of Certificate of Practice dated 22-02-2000, the Government had extended the area of practice to the entire State of Goa;

And whereas, the Government on the request of the Applicant had renewed his Certificate of Practice as a Notary for subsequent 03 terms and the period of validity of the Certificate of Practice expires on 21-02-2020 in the Endorsement dated 03-11-2014 issued to the Applicant. However, vide Death Certificate dated 06-06-2019, it is informed that the above applicant Mr. Ganaraj Shripad Shirsat, Advocate who was practicing as a Notary expired on 15-05-2019;

And whereas, the Endorsement dated 03-11-2014 to the Certificate of Practice issued to Mr. Ganaraj Shripad Shirsat stands withdrawn and cancelled, as per the Notaries Act, 1952 (Central Act 53 of 1952) and Notaries Rules, 1956 (hereinafter referred as the "said Act" and "said Rule"), since the said Advocate expired on 15-05-2019.

Now therefore, in pursuance of Clause (f) of Section 10 of the said Act, the Government of Goa, hereby removes the name of the Applicant entered as a Notary from the Register maintained by it under Section 4 of the said Act.

By order and in the name of the Governor of Goa.

*Amir Y. Parab*, Under Secretary (Law-Estt.).

Porvorim, 07th July, 2020.

**Order**

No. 9-18-2004-LD(Estt)Part II(22)/1159

Whereas, the Government vide Notification No. 9-18-2004-LD(Estt.)Part-II(22)/619 dated 20-05-2009, published in the Official Gazette, Series II No. 10 dated 04-06-2009, appointed Mr. Fortunato De Mello, Advocate (hereinafter referred as the "Applicant") as a Notary for the period of five years with effect from 20-05-2009, for the area of Salcete taluka;

And whereas, the Government vide Certificate of Practice dated 20-05-2009 has certified that the Applicant is authorized to practice as a Notary for a period of five years from 20-05-2009 for the area of Salcete taluka;

And whereas, the Government on the request of the Applicant had renewed his Certificate of practice as a Notary for subsequent 01 term and the period of validity of the Certificate of Practice in the Endorsement dated 02-07-2014 issued to the Applicant and has expired on 19-05-2019;

And whereas, the applicant has failed to renew his Certificate of Practice, six months prior to expiry of the period of validity of the said Certificate of Practice until his period expired on i.e. 19-05-2019, as required under sub-section (2) of Section 5 of the Notaries Act, 1952 (Central Act 53 of 1952) and sub-rule (4) of Rule 8B of the Notaries Rules, 1956 and also the said Applicant has failed to file his annual returns for the last three years, which is mandatory, as per Rule 14 of the Notaries Rules, 1956 (hereinafter referred as the "said Act" and "said Rule");

Now therefore, in pursuance of Clause (f) of Section 10 of the said Act, the Government of Goa hereby removes the name of the Applicant entered as a Notary, from the Register maintained by it under Section 4 of the said Act.

By order and in the name of the Governor of Goa.

*Amir Y. Parab*, Under Secretary (Law-Estt.).

Porvorim, 8th July, 2020.

#### Order

No. 5-40-91/LD(1)/1160

Whereas, the Government vide Notification No. 5-40-91/LD(1) dated 06-03-1991, published in the Official Gazette, Series II No. 5 dated 02-05-1991 and Certificate of Practice dated 06-03-1991, appointed Mr. Wilfred Anthony Francis Boadita, Advocate (hereinafter referred as the "Applicant") as a Notary for period of three years with effect from 06-03-1991, for the area of Panaji City and thereafter, in the Endorsement dated 07-03-1994, the area of practice had been indicated as Panaji Judicial Senior Division;

And whereas, Government on the request of the Applicant had renewed his Certificate of Practice as a Notary for subsequent 07 terms and the period of validity of the Certificate of Practice in the Endorsement dated 24-03-2020 issued to the Applicant and shall expire on 05-03-2025;

And whereas, vide letter dated 15-06-2020 addressed to the Under Secretary (Estt.), the Applicant informed that he wishes to discontinue his Notarial Practice w.e.f. 15-06-2020, since he is not keeping good health and therefore the

Endorsement dated 24-03-2020 to the Certificate of Practice issued stands withdrawn and cancelled, w.e.f. on 15-06-2020;

Now therefore, in pursuance of Clause (a) of Section 10 of the said Act, the Government of Goa hereby removes the name of the Applicant entered as a Notary from the Register maintained by it under Section 4 of the said Act.

By order and in the name of the Governor of Goa.

*Amir Y. Parab*, Under Secretary (Law-Estt.).

Porvorim, 8th July, 2020.

#### Order

No. 5/40/2000-LD(4)/1161

Whereas, the Government vide Notification No. 5-40-2000/LD(Estt.)(4) dated 18-04-2000, published in the Official Gazette, Series II No. 5 dated 04-05-2000, appointed Ms. Sarojini da Costa alias Maria Vanda Sarojini da Costa, Advocate (hereinafter referred as the "Applicant") as a Notary for the period of five years with effect from 18-04-2000, for the area of Salcete taluka;

And whereas, the Government vide Certificate of Practice dated 18-04-2000, has certified that the Applicant is authorized to practice as a Notary for a period of five years from 18-04-2000 for the area of Salcete taluka;

And whereas, the Government on the request of the Applicant had renewed her Certificate of Practice as a Notary for subsequent 02 terms and the period of validity of the Certificate of Practice in the Endorsement dated 04-08-2010 issued to the Applicant and has expired on 17-04-2015;

And whereas, the Applicant has failed to renew her Certificate of Practice, six months prior to expiry of the period of validity of the said Certificate of Practice until her period expired on i.e. 17-04-2015, as required under sub-section (2) of Section 5 of the Notaries Act, 1952 (Central Act 53 of 1952) and sub-rule (4) of Rule 8B of the Notaries Rules, 1956 (hereinafter referred as the "said Act" and "said Rule");

Now therefore, in pursuance of Clause (f) of Section 10 of the said Act, the Government of Goa hereby removes the name of the Applicant entered as a Notary, from the Register maintained by it under Section 4 of the said Act.

By order and in the name of the Governor of Goa.

*Amir Y. Parab*, Under Secretary (Law-Estt.).

Porvorim, 8th July, 2020.

**Order**

No. 8-7-2014-LD(Estt)(113)/1162

Whereas, the Government vide Notification No. 8-7-2014-LD(Estt)(113)/1432 dated 08-07-2014, published in the Official Gazette, Series II No. 17 dated 24-07-2014, appointed Mr. Mariano Francisco Christopher D'Souza, Advocate (hereinafter referred as the "Applicant") as a Notary for period of five years with effect from 08-07-2014, for the area of Tiswadi taluka;

And whereas, the Government vide Certificate of Practice dated 08-07-2014 has certified that the Applicant is authorized to practice as a Notary for a period of five years from 08-07-2014 for the area of Tiswadi taluka. However, vide letter dated 28-02-2018, the son of the above Applicant informed that his father Shri Mariano Francisco Christopher D'Souza, Advocate who was practicing as a Notary, expired on 04-02-2016;

And whereas, the Certificate of Practice, issued to Shri Mariano Francisco Christopher D'Souza, stands cancelled, as per the Notaries Act, 1952 (Central Act 53 of 1952) and Notaries Rules, 1956 (hereinafter referred as the "said Act" and "said Rule"), since the said Advocate expired on 04-02-2016;

Now therefore, in pursuance of Clause (f) of Section 10 of the said Act, the Government of Goa hereby removes the name of the Applicant entered as a Notary, from the Register maintained by it under Section 4 of the said Act.

By order and in the name of the Governor of Goa.

*Amir Y. Parab*, Under Secretary (Law-Estt.).

Porvorim, 8th July, 2020.

**Order**

No. 5/40/2000-LD(Estt)(3)/1163

Whereas, the Government vide Notification No. 5/40/2000/LD(Estt.)(3) dated 19-04-2000, published in the Official Gazette, Series II No. 5 dated 04-05-2000, appointed Mr. Ranjit Satardekar, Advocate (hereinafter referred as the "Applicant") as a Notary for the period of five years with effect from 19-04-2000, for the area of Tiswadi taluka;

And whereas, the Government vide Certificate of Practice dated 19-04-2000, has certified that the Applicant is authorized to practice as a Notary for a period of five years from 19-04-2000 for the area of Tiswadi taluka;

And whereas, the Government on the request of the Applicant had renewed his Certificate of Practice as a Notary for subsequent 02 terms and the period of validity of the Certificate of Practice expired on 18-04-2015 in the Endorsement dated 01-03-2011 issued to the Applicant. Further, vide letter dated 07-05-2019 addressed to the State Registrar, the son of the above applicant informed that his father Mr. Ranjit Satardekar, Advocate who was practicing as a Notary expired on 08-02-2019;

And whereas, the Applicant has failed to renew his Certificate of Practice, six months prior to expiry of the period of validity of the said Certificate of Practice until his period expired on 18-04-2015, as required under sub-section (2) of Section 5 of the Notaries Act, 1952 (Central Act 53 of 1952) and sub-rule (4) of Rule 8B of the Notaries Rules, 1956 (hereinafter referred as the "said Act" and "said Rule");

Now therefore, in pursuance of Clause (f) of Section 10 of the said Act, the Government of Goa hereby removes from the Register maintained by it under Section 4 of the said Act, the name of Applicant entered as a Notary.

By order and in the name of the Governor of Goa.

*Amir Y. Parab*, Under Secretary (Law-Estt.).

Porvorim, 8th July, 2020.

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Office of the Collector, North Goa

**Order**

No. 31/2008/RB/RTI/118

Read: 1. Order No. 30/1/2005-RD(1) dated 06-03-2009 issued by the Revenue Department, Secretariat, Porvorim-Goa.

2. Order No. 31/2008/RB/RTI/MC/2018/38 dated 25-07-2018 issued by Collector, North Goa District, Panaji-Goa.

3. Order No. 11/151/09-EST/Col/691 dated 30-09-2019 issued by Collector, North Goa District, Panaji-Goa.

In exercise of the powers vested under Section 5 of the Right to Information Act, 2005, the following officers/official of the Collectorate, North Goa are designated as Public Information Officer/Assistant Public Information Officer Appellate Authority to receive and dispose the applications under Section 6 of the Act and adjudicate the appeals under Section 19 of the Act with immediate effect.

Sr. No.	Name of the Section of the Collectorate	Name of the Asst. Public Information Officer	Name of Public Information Officer	Appellate Authority
1.	Monitoring Cell/ /DRO/Flying Squad	Head Clerk	Dy. Collector (DRO)	Addl. Collector-III, Bardez.

R. Menaka, IAS, Collector, North Goa District.

Panaji, 30th June, 2020.



### Department of Power

Office of the Chief Electrical Engineer

#### Order

No. CEE/ESTT-31-25-88/Part file/741

On the recommendation of the Goa Public Service Commission conveyed vide their letter No. COM/II/12/16(2)/2013/557 dated 25-06-2020, Government is pleased to declare the following Executive Engineers (Elect.) as having completed satisfactorily their probation period of two years and confirmed in the grade of Executive Engineer (Elect.) as shown in the table against their names.

Sr. No.	Name of the officer	Date of joining in regular service as Executive Engineer (Elect.)	Date of completion of probation period
1.	Shri Rajiv R. Samant	11-12-2017	10-12-2019.
2.	Shri Stephen Fernandes	10-11-2017	09-11-2019.
3.	Shri Mayur P. Hede	10-11-2017	09-11-2019.
4.	Shri Shailesh K. Naik Burye	11-12-2017	10-12-2019.

By order and in the name of the Governor of Goa.

Raghuvir G. Keni, Chief Electrical Engineer & ex officio Addl. Secretary.

Panaji, 06th July, 2020.

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